

# General Terms and Conditions

## I. General

### 1. Scope of Application

- 1.1 Freely agreed appraisal and consultancy services shall be rendered exclusively on the basis of these Terms and Conditions. These shall be applicable where we are the contractor as well as where we are the customer. The Terms and Conditions shall be recognised upon placing an order and shall, subject to revocation, also apply to all future orders, even if these Terms and Conditions are not once again referred to. Contrary terms and conditions shall only become subject matter of the contract if we expressly acknowledge the same.
- 1.2 Deviations from our Terms and Conditions shall only be effective if we acknowledge the same in writing and shall only apply to the order for which we have acknowledged the deviations.
- 1.3 The conditions pursuant to clause II apply exclusively to legal transactions with businesspersons, legal entities under public law and special funds under public law. Business relations with other contract partners that are not subject to regulations on the sale of consumer goods shall be governed by these conditions with the deviations set out in clause III.
- 1.4 Statements made, information given and promises made by us shall only be binding if we expressly acknowledge the same in writing.
- 1.5 If individual provisions of these Terms and Conditions are or become ineffective under Section 306 of the German Civil Code [BGB], this shall not affect the validity of the other provisions.
- 1.6 The conclusion of the contract and the scope of services shall be based on our written order acknowledgement, in so far as the order deviates from our tender.

## II. Transactions with Businesspersons

### 1. Execution of Orders

- 1.1 In principle the subject matter of our appraisal and consultancy work shall be services. An outcome shall only be owed if this is expressly agreed in writing. The order placed with us shall be carried out in accordance with the principles of proper professional practice for appraisers, environmental consultants and quality management consultants. Corresponding principles also apply to businesspersons, legal entities under public law and special funds under public law, if we place orders.
- 1.2 Our customers shall ensure that all information and documents necessary for carrying out the order are placed at our disposal. They shall also be obliged to arrange for the performance of work necessary for finding out information or creating documents. Our customers' duty to co-operate shall also extend to matters and documents that first become known during our work.
- 1.3 We shall carry out accepted orders in accordance with recognised technical rules as well as legal and official regulations prevailing at the time of execution.
- 1.4 We shall be entitled to have our services carried out by carefully selected subcontractors that appear suitable.
- 1.5 If our customers or third parties called in by them assist us in carrying out our contractual services, these must observe relevant regulations as applicable at the time (laws, ordinances, rules for the prevention of accidents, administrative directives, DIN standards etc.). These parties shall under no circumstances be regarded as persons employed by us to perform an obligation or our vicarious agents. Therefore we shall not be responsible or liable in any way for these.
- 1.6 Only expert opinions and the like that are printed on our company letter-writing paper and signed in the original shall be binding.

### 2. Set Periods and Dates

- 2.1 Set periods and dates for services to be rendered by us shall be governed by subclause I.1.6.
- 2.2 Our liability for damages caused by a delay in accordance with Sections 280 (1), 280 (2) 286 of the German Civil Code [BGB] shall be limited to no more than 25 % of the remuneration for the order, but shall not exceed 5 % for every new week of default. The right to assert proven higher damages caused by a delay remains reserved.
- 2.3 Damage claims for delay in performance and damage claims instead of performance in accordance with Sections 281, 323 of the German Civil Code [BGB] that exceed the limits specified in subclause 2.2 shall be excluded in all cases of delayed performance, even after the expiry of any period that we have been set for performance. This shall not apply in so far as liability is due to an intentional or grossly negligent breach of duty by us or our agent or persons employed by us to perform an obligation. The exclusion shall apply to fatalities, physical injury or health damage only on condition that no intentional or negligent breach of duty exists.
- 2.4 Impediments arising during the execution of the order as a consequence of the force of nature, strike, lockout or other unforeseeable reasons for which neither contracting party is responsible shall not lead to default and shall not constitute a reason to cease payments. The contracting parties undertake to promptly inform each other of impediments to performance that have arisen.

### 3. Liability for Defects

- 3.1 In so far as we also render contract work by way of the services mentioned in subclause II 1.1, failure on the part of the customer to formally accept the work within a reasonable period specified by us in accordance with Section 640 of the German Civil Code [BGB] despite being obliged to do so shall be equivalent to acceptance.
- 3.2 We only warrant services that are expressly subject matter of the agreed order. If the order merely concerns the testing or appraisal of parts of an entire project, we shall not warrant the orderly completion, faultless condition or functioning of the project as a whole.
- 3.3 In the case of defects of quality, we shall first of all be liable for supplementary performance. If supplementary performance fails, the customer shall be entitled to reduce the price or may, unless building work is the subject matter of the liability for defects, cancel the contract at its option.

### 4. Liability and Compensation for Damages

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- 4.1 Damage claims and claims for the reimbursement of expenses on the part of our contract partner on any legal basis whatsoever, particularly on account of a breach of duties arising from the obligation, are excluded.
- 4.2 This shall not apply in cases where damage claims are due to an intentional or grossly negligent breach of duty by us or our agent or persons employed by us to perform an obligation. The exclusion shall apply to fatalities, physical injury or health damage only on condition that no intentional or negligent breach of duty exists. However a damage claim for a breach of material contractual duties shall be limited to foreseeable damages typical of the contract, unless intent or gross negligence exists, or no intentional or negligent breach of duty exists in cases of fatalities, physical injury or health damage. A change of the burden of proof to the detriment of the contract partner is not linked with the above provisions.
5. Terms and Conditions of Remuneration and Payment
- 5.1 All remuneration shall be in euros excluding value-added tax, unless otherwise agreed in writing.
- 5.2 If prevailing regulations (laws, ordinances, rules for the prevention of accidents, administrative directives, DIN standards etc.) are amended during the execution of the order, and the cost of rendering the performance ordered increases as a result thereof, we shall be entitled to demand an appropriate adjustment of the agreed remuneration. We also reserve this right in the case of increases in labour costs and the cost of materials, unless a fixed price has been expressly agreed. Once a change entitling us to adjust the remuneration occurs, we shall make the reasons known to the customer in writing.
- 5.3 Once our order has been carried out, the remuneration shall be payable no later than within 14 days as from the invoice date.
- 5.4 In the case of orders that take longer than one month to carry out, we shall be entitled to invoice monthly instalments commensurate with services performed in part. These instalments shall be payable no later than 14 days as from the invoice date.
- 5.5 Our contract partners shall only be entitled to withhold in respect of claims that are undisputed or have been declared final and absolute.
6. Termination
- 6.1 Either party may terminate the contract with immediate effect for good cause. There shall be good cause if, in consideration of all circumstances in the specific case and after having weighed up both parties' interests, the party giving notice of termination cannot be reasonably expected to continue the contractual relationship up until the end of the agreed contractual period or up until the expiry of a notice period. If the customer is contractually obliged to cooperate and it breaches this duty, the contract may first be terminated after a period set for remedial action has expired to no avail or after a warning has been given. Termination may only be declared within a reasonable period after the reason for termination has become known.
- 6.2 If the customer defaults on the payment of invoices for instalments, we shall be entitled to refuse to continue rendering our contractual services. If the customer fails to pay even after having been set a period within which to pay, we shall be entitled to damage claims instead of performance pursuant to Sections 281 et seq. of the German Civil Code [BGB] and shall have the right to cancel the contract pursuant to Sections 323 et seq. of the German Civil Code.
7. Confidentiality, Copyright, Data Protection
- 7.1 We may make, for our files, copies of written documents handed over to us for inspection or for the execution of orders.
- 7.2 We undertake to treat with confidentiality all facts that come to our knowledge as a result of the order, in so far as these relate to the customer and the subject matter of the order.
- 7.3 We expressly reserve copyrights to expert opinions etc. that we have prepared.
- 7.4 We shall be entitled to process the customer's data solely for our own purposes, provided that the regulations of the German Data Protection Act [Bundesdatenschutzgesetz] are complied with.
8. Choice of Law, Place of Performance and Jurisdiction
- 8.1 The contractual relationship and all legal relations arising from it shall be governed exclusively by the laws of the Federal Republic of Germany, excluding the regulations of the standard law on sales.
- 8.2 Naumburg / Saale is the place of performance and jurisdiction for all obligations and legal disputes arising from the contract.

### III. Transactions with Consumers Outside of the Sale of Consumer Goods

These General Terms and Conditions are not applicable to transactions with consumers outside of the sale of consumer goods. The legal regulations are applicable.

### IV. Sale of Consumer Goods

1. These General Terms and Conditions are not applicable to the sale of consumer goods. The legal regulations are applicable.